BILL NO. S-90-04-28

SPECIAL ORDINANCE NO. S-103-90

AN ORDINANCE approving Contract **FOR REPAIR & RESTORATION OF EXTERIOR MASONRY WALLS AT THE THREE RIVERS FILTRATION PLANT** between **TRISCO SYSTEM, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract **FOR REPAIR & RESTORATION OF EXTERIOR MASONRY WALLS AT THE THREE RIVERS FILTRATION PLANT** by and between **TRISCO SYSTEM, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

repair and restoration of exterior masonry walls at the Three Rivers Filtration Plant;

involving a total cost of Five Hundred Seventy-Nine Thousand Seventy and no/100 Dollars ($579,070.00).

SECTION 2. Prior Approval has been requested from Common Council on **April 10, 1990.** Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Nineteen Hundred and Ninety 18th day of April in the year of

BETWEEN the Owner:
(Name and address)

THE CITY OF FORT WAYNE
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

and the Contractor:
(Name and address)

TRISCO SYSTEM, INCORPORATED
3285 ELIDA ROAD
P.O. BOX 612
LIMA, OHIO 45805

The Project is:
(Name and location)

REPAIR & RESTORATION OF EXTERIOR MASONRY WALLS
AT THE THREE RIVERS FILTRATION PLANT
GRISWOLD DRIVE
FORT WAYNE, INDIANA 46805

The Architect is:
(Name and address)

GIBSON, TOURNEY, KIM, INCORPORATED
519 TENNESSEE AVENUE, SUITE 300
FORT WAYNE, INDIANA 46805

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All trade works required to complete the repair and restoration of the exterior masonry walls including all related works as specified in the contract documents.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be ten (10) days after the date of this Agreement.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

The construction shall be substantially complete within twenty-two (22) weeks after the date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Five Hundred Seventy-Nine Thousand Fifty Dollars and 00/100 XXXXX ($ 579,050.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

BASE BID.....$578,750.00
ALTERNATE BID M-2:

ADDITIONAL FIVE (5) YEAR LABOR AND MATERIAL
WARRANTY AGAINST EXTERIOR MASONRY WALL LEAKAGE.....ADD....$ 300.00
TOTAL CONTRACT AMOUNT.....$579,050.00

4.3 Unit prices, if any, are as follows:

U1. PIN ASHLAR STONE
80 EA @ $44.00/PIN
U2. PIN DECORATIVE PANEL
20 EA @ $147.00/PANEL
U3. RESET ASHLAR (LESS THAN 1SF)
25 EA @ $55.00/STONE
U4. RESET ASHLAR (LARGER THAN 1SF)
25 EA @ $55.00/STONE
U5. REPLACE ASHLAR (LESS THAN 1SF)
80 EA @ $63.00/STONE
U6. REPLACE ASHLAR (LARGER THAN 1SF)
80 EA @ $64.00/STONE
U7. RESET TURRET WASH CAP
10 EA @ $147.00/CAP
U8. RESET CAP ABOVE DECORATIVE PANEL
15 EA @ $110.00/CAP
U9. PIN CAP ABOVE DECORATIVE PANEL
15 EA @ $44.00/CAP
U10. RANDOM PINNING
150 EA @ $28.00/PIN
U11. PATCH LIMESTONE
1,500 S.F. @ $11.09/S.F.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The Contractor shall submit an Application for Payment indicating the percentage of completion of each portion of the Work, no more often than every thirty (30) days for work performed and accepted. The Application for Payment shall be in triplicate and shall be properly executed on AIA Document G702, G703, and the City Utilties Claim Form, itemized in the same order as the Schedule of Values. Upon receipt of the Application, the Architect will process the Application and release it to the Owner for payment within two (2) weeks of receipt, unless the percentage of Work is not complete in the Architect's opinion. Upon receipt of the Application from the Architect, the Owner will process the payment within thirty (30) days of receipt, retaining five percent (5%) of the Application as retainage.

5.3 Provided an Application for Payment is received by the Architect not later than the (not applicable) day of a month, the Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; XXX

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to (not applicable) percent (%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See the Specifications, Supplementary Conditions Article 9.10.2.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Not Applicable.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

Not Applicable.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January, 1990, and are as follows:

Document	Title	Pages
Specifications	Wage Rate	2
Specifications	General Provisions City Standard	6
Specifications	General Conditions AIA Document A201	24
Specifications	Supplementary Conditions	10

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Division 1	General Requirements	1-22
Division 2	Site Work	1-5
Division 3	Concrete	1-5
Division 4	Masonry	1-10
Division 7	Thermal & Moisture Protection	1-10

9.1.5 The Drawings are as follows, and are dated January, 1990 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	DRAWING INDEX AND GENERAL NOTES
2	BUILDING INDEX AND PLOT PLAN
3	PUMP,TOWER AND OFFICE BUILDING-PLAN
4	FILTER BUILDING-PLAN
5	SOUTH PASSAGEWAY-PLAN
6	NORTH PASSAGEWAY AND COAGULATION-PLAN
7	GENERAL PLAN OF 1931 BUILDINGS
8	GENERAL ELEVATION OF 1931 BUILDINGS
9	PUMP,TOWER AND FILTER BUILDING-ELEVATIONS
10	TOWER AND OFFICE BUILDINS-ELEVATIONS
11	TOWER AND OFFICE BUILDINS-ELEVATIONS
12	PUMP AND FILTER BUILDINGS-ELEVATIONS
13	TOWER BUILDING-DETAILS
14	TOWER AND OFFICE BUILDING-PLAN
15	NORTH PORTION OF OFFICES-PLAN
16	TOWER-PLAN
17	TOWER,OFFICE AND LAB-ROOF PLANS
18	GARAGE-PLAN AND SECTIONS
19	LABORATORY-PLAN AND SECTIONS
20	PUMP BUILDING-PLAN
21	PUMP BUILDING-ROOF PLAN AND DETAILS
22	PUMP BUILDING-SECTION
23	PUMP BUILDING-SECTION
24	PUMP BUILDING-DETAILS
25	PUMP BUILDING-DETAILS
26	FILTER BUILDING 3A & 4A-PLAN
27	FILTER BUILDING 3A & 4A-ROOF PLAN
28	FILTER BUILDING 3A & 4A-EXTERIOR DETAILS
29	PASSAGEWAY-ELEVATIONS
30	PASSAGEWAY-PLAN
31	SOFTENING AND COAGULATION BLDGS-ELEVATIONS
32	SOFTENING AND COAGULATION BLDGS-ELEVATIONS
33	CONTROL HOUSE,SOFTENING AND COAGULATION-ELEVA
34	SOFTENING AND COAGULATION BLDGS-PLANS
35	SOFTENING AND COAGULATION BLDGS-PLANS
36	SOFTENING AND COAGULATION BLDGS-ROOF PLANS
37	GATE HOUSE-PLAN AND ELEVATION
38	FILTER BUILDING 3B & 4B-LAYOUT
39	FILTER BUILDING 3B & 4B-PLAN
40	FILTER BUILDING 3B & 4B-ELEVATIONS
41	FILTER BUILDING 3B & 4B-ROOF PLAN AND DETAILS
42	FILTER BUILDING 3B & 4B-SECTIONS
43	FILTER BUILDING 3B & 4B-SECTIONS
44	FILTER BUILDING 3B & 4B-DETAILS
45	SOFTENING BUILDING ADDITION-ELEVATIONS
46	SOFTENING BUILDING ADDITION-1ST FLOOR PLAN
47	SOFTENING BUILDING ADDITION-2ND FLOOR PLAN
48	SOFTENING BUILDING ADDITION-ROOF PLAN
49	SOFTENING BUILDING ADDITION-SECTIONS
50	SOFTENING BUILDING ADDITION-SECTIONS
51	CHLORINE FEED ROOM-PLAN & ELEVATIONS
52	CHLORINE STORAGE-PLAN & ELEVATIONS
53	WEST CONTROL BUILDING-PLAN & ELEVATIONS
54	WEST CONTROL BUILDING-SECTIONS
55	CHEMICAL BUILDING-1ST FLOOR PLAN
56	CHEMICAL BUILDING-2ND FLOOR PLAN
57	CHEMICAL BUILDING-SECTIONS AND DETAILS
58	CHEMICAL BUILDING-ELEVATIONS
59	MISC. RETAINING WALLS & PLANT #3-ELEVATIONS
60	EAST CONTROL BUILDING-PLAN & ELEVATIONS
61	FILTER BUILDING ADDITION-PLAN
62	FILTER BUILDING ADDITION-ROOF PLAN
63	FILTER BUILDING ADDITION-ELEVATIONS
64	FILTER BUILDING ADDITION-ELEVATIONS & SECTION
65	FILTER BUILDING ADDITION-DETAILS
66	TURRET CAPS,DETAILS,AND CONDITIONS
67	TURRET CAPS,DETAILS,AND CONDITIONS
68	TURRET CAPS,DETAILS,AND CONDITIONS
69	SCHEDULE FOR MORTAR JOINT TREATMENTS

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
M-1	January 25, 1990	2
M-2	January 31, 1990	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 - CONTRACTOR'S WAIVER OF RIGHT OF MECHANIC'S LIENS

Contractor for itself and for all other persons or corporations, who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. Contractor for itself and for all subcontractors, journeymen, materialmen, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing material or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or any circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof, and in the event the Contractor shall fail to obtain the release of any liens filed, Contractor shall indemnify, save and hold harmless the Owners, from any expenses incurred in obtaining the release of any such lien, including attorney fees.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER: THE BOARD OF PUBLIC WORKS & SAFETY
THE CITY OF FORT WAYNE

Charles E. Layton
Director of Public Works

Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Director of Administration & Finance

CONTRACTOR: TRISCO SYSTEM, INCORPORATED

U. William Walter, President

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That TRISCO SYSTEM, INC., 3285 Elida Road, P.O. Box 612, Lima, Ohio 45802

..... as Principal, hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, City-County Building, 1 Main Street, Ft. Wayne, Indiana 46802 as Obligee, hereinafter called Owner, in the amount of Five Hundred Seventy Nine Thousand Fifty and 00/100 - Dollars ($579,050.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ..... 19....., entered into a contract with Owner for

Repair and Restore Masonry Walls at THree Rivers Filtration Plant, Ft. Wayne, Indiana

in accordance with drawings and specifications prepared by .....
(Here insert full name, title and address)

....., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 6th day of April, 19 90

In the presence of:

Kathleen Lease
(Witness)

Phyllis E. Wright
(Witness)

TRISCO SYSTEM, INC.

By ..... (Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Barbara J. Roepke (Seal)
Barbara J. Roepke, Attorney-in-fact

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS: BOND NUMBER .....

That TRISCO SYSTEM, INC.

3285 Elida Road, P.O.B ox 612, Lima, Ohio 45802 as Principal, hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, City-County Building, 1 Main Street, Ft. Wayne, Indiana 46802 as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Five Hundred Seventy Nine Thousand Fifty and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 579,050.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 , entered into a contract with Owner for Repair and Restore Masonry Walls at Three Rivers Filtration Plant, Ft. Wayne, Indiana in accordance with drawings and specifications prepared by .....
(Here insert full name, title and address)

..... which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 6th day of April , 19 90

Kathleen Kraus (Witness)

TRISCO SYSTEM, INC.

By ..... (Seal)
Principal

Phyllis E. Wright (Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Barbara J. Roepke (Seal)
Barbara J. Roepke, Attorney-in-fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

Contract 211-A (2-70)

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 84757

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Barbara J. Roepke

of the City of Lima, State of Ohio,
its true and lawful attorney in and for the State of Ohio

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Barbara J. Roepke

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 26th day of April, A. D. 19 74

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Lawrence G. Brandon
Vice-President.

(SEAL)

(Signed) W. G. Hilyard
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, } ss:

On this 26th day of April, A. D. 19 74 before me personally came Lawrence G. Brandon, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and W. G. Hilyard, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Lawrence G. Brandon and W. G. Hilyard were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 74

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 26th day of April, A. D. 19 74

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

acord EVIDENCE OF PROPERTY INSURANCE

SET TAB STOPS AT ARROWS

DATE (MM/DD/YY) 4-9-90

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

WEBB INSURANCE AGENCY, INC.
212 W. High Street
P.O. Box 539
Lima, Ohio 45802

CODE SUB-CODE

COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

INSURED

TRISCO SYSTEM, INC.
P.O. BOX 612
LIMA, OHIO 45802

LOAN NUMBER

POLICY NUMBER: CIM12559463400

EFFECTIVE DATE (MM/DD/YY): 5-1-90

EXPIRATION DATE (MM/DD/YY): 5-1-91

CONTINUOUS UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Repair and Restore Masonry Walls at Three Rivers Filtration Plant, ft. Wayne, Indiana

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk Builders Risk	$579.050.00	$100.00

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 Days WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

CITY OF FORT WAYNE
City-County Building
1 Main Street
Ft. Wayne, Indiana 46802

NATURE OF INTEREST

☐ MORTGAGEE ☐ ADDITIONAL INSURED

☐ LOSS PAYEE

(OWNER)

~~WEBB INSURANCE AGENCY, INC.~~
~~P.O. Box 539, 212 W. High, Lima, O. 45802~~

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

By [signature] AGENT #8

ACORD 27 (2/84)

© IIR/ACORD CORPORATION 1984

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 4-24-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT				✓
TALARICO				✓

DATED: 5-22-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE ~~RESOLUTION~~ NO. S-103-90 on the 22nd day of May, 19 90,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 19 90, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 19 90, at the hour of 4:30 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract with Trisco System, Inc. for Repair & Restoration of Exterior Masonry Walls at the Three Rivers Filtration Plant

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with Trisco System, Inc. for Repair and Restoration of Exterior Masonry Walls at the Three Rivers Filtration Plant.

PRIOR APPROVAL RECEIVED ON 4/10/90

1-90-04-28

EFFECT OF PASSAGE Improvement of Filtration Plant

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $579,070.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-90-04-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract FOR REPAIR & RESTORATION OF EXTERIOR MASONRY WALLS AT THE THREE RIVERS FILTRATION PLANT between TRISCO SYSTEM, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 5-22-90

Sandra E. Kennedy
City Clerk